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*Attorneys for Defendant*  
*NAPHCARE, INC.*

## 6 UNITED STATES DISTRICT COURT

## 7 DISTRICT OF NEVADA

&gt;\*&lt;

8 IMA ILIU FLORES ZELAYA, individually,  
 9 and as Special Co-Administrator of the Estate  
 10 of Luis Solano, and as legal guardian of LUIS  
 JERSIAN SOLANO, JR., a minor; ELIA  
 11 DELCARMEN SOLANO-PATRICIO,  
 individually, and as Special Co-Administrator  
 of the Estate of Luis Solano,

Case No. 2:13-cv-01181-JAD-CWH

12 Plaintiffs,  
 13 vs.  
 14 LAS VEGAS METROPOLITAN POLICE  
 15 DEPARTMENT, a political subdivision of  
 the State of Nevada; SHERIFF BILL  
 16 GILLESPIE, individually and his capacity as  
 sheriff of the Las Vegas Metropolitan Police  
 Department; SGT DAVID ASPIAZU,  
 individually and in his capacity;  
 17 CORRECTIONS OFFICER BRADLEY  
 TEMPLE, individually and in his capacity;  
 18 CORRECTIONS OFFICER PATRICK  
 GRAY, individually and in his capacity;  
 19 CORRECTIONS OFFICER EUGENE  
 DIXON, individually and in his official  
 capacity; NAPHCARE, INC., an Alabama  
 corporation; DOE OFFICERS I through X,  
 individually, and in their official capacity; and  
 20 DOES XI through XX; and ROE  
 21 CORPORATIONS XXI through XXX,  
 22 inclusive,

23

24 Defendants.

**STIPULATION AND PROTECTIVE  
 ORDER REGARDING  
 CONFIDENTIALITY FOR DOCUMENTS  
 PRODUCED BY DEFENDANT  
 NAPHCARE, INC.**

ALVERSON, TAYLOR, MORTENSEN & SANDERS  
 LAWYERS  
 7401 WEST CHARLESTON BOULEVARD  
 LAS VEGAS, NEVADA 89117-1401  
 (702) 384-7000

1       **STIPULATION AND PROTECTIVE ORDER REGARDING CONFIDENTIALITY FOR**  
2       **DOCUMENTS PRODUCED BY DEFENDANT NAPHCARE, INC.**

3           It is anticipated that discovery in this action may require Defendant NaphCare, Inc.  
4 (hereinafter referred to as “Naphcare”) to disclose information and documents that are  
5 confidential, proprietary and sensitive, particularly because it is a private entity contracted to  
6 provide medical, dental and psychiatric care at the Clark County Detention Center. Disclosure of  
7 this information could result in harm to the business and practices of NaphCare. Although this  
8 information may be subject to conditional disclosure, NaphCare is entitled to the protections  
9 described below.

10          1.       As used in this Protective Order, the term “confidential information” means any  
11 documents, testimony, or other information that is produced from the date of this agreement  
12 forward, including: policies and procedures which are used to govern the provision of healthcare  
13 services to the inmates at the Clark County Detention Center (“CCDC”), and internal documents  
14 used for monitoring and maintaining its business practices, including the healthcare rendered at  
15 the CCDC and has been designated as “CONFIDENTIAL”.

16          2.       The term “disclosure” shall include the dissemination, communication,  
17 publication or reproduction of any confidential material or the specific contents of the  
18 information contained therein, or the communication of any estimate or other information which  
19 facilitates the discovery of confidential information. Should any pleading with the Court require  
20 reference or attachment of any confidential information, the parties shall first request leave to file  
21 the document under seal, as further defined in Paragraph 11 below.

22          3.       As used in this Protective Order, the term “qualified persons” means (i) counsel of  
23 record for the parties to the litigation, including office associates, paralegals, and stenographic  
24 and clerical employees to whom disclosure is reasonably necessary; (ii) experts retained for the

1 purpose of this litigation to whom disclosure is reasonably necessary and who reviewed and  
2 signed a copy of this Stipulation; (iii) parties to this action; and (iv) court personnel, including  
3 stenographic reporters engaged in such proceedings as are necessarily incident to this litigation.

4       4. Confidential information shall be and remain confidential, and, except as allowed  
5 by this Protective Order, may not be disclosed or communicated, nor used for any purpose other  
6 than this litigation, including any appeals.

7       5. Any and all documents containing confidential information must be retained by  
8 counsel, and not be disclosed or made available to any person other than a qualified person who  
9 has read and acknowledged the terms of this Protective Order. Similarly, the confidential  
10 information contained within those documents may not be disclosed to any person other than a  
11 qualified person. To the extent reasonably necessary, copies of confidential documents may be  
12 provided to experts retained for the purpose of this litigation to whom disclosure is reasonably  
13 necessary and who have signed this Stipulation and Protective Order. Nothing in this Protective  
14 Order shall in any way affect the admissibility or use at trial of any of the documents produced  
15 under this Protective Order.

16       6. Any person who is in possession of confidential information, or to whom  
17 confidential information is disclosed, is responsible for ensuring that such confidential  
18 information is not inadvertently disclosed by him or her. Failure to take all reasonable  
19 precautions to ensure against such inadvertent disclosure will be viewed by the Court as willful  
20 disobedience of this Protective Order, and will be punished accordingly.

21       7. Counsel or parties receiving confidential information may not disclose that  
22 confidential information to any expert without first furnishing to that expert a copy of this  
23 Stipulation and Protective Order and obtaining a signed copy of this Stipulation and Protective  
24 Order from that expert.

1       8. Any person who executes a copy of this Stipulation and Protective Order submits  
2 to the jurisdiction of this Court for purposes of enforcement of this Protective Order, either prior  
3 to or following trial of this action. Jurisdiction of this action is to be retained by this Court after  
4 final determination for purposes of enabling any party or persons affected by this Protective  
5 Order to apply to the Court for such direction or further decree as may be appropriate for the  
6 construction or enforcement of this Protective Order, or for such additional relief as may become  
7 appropriate.

8       9. If any party or persons affected by this Protective Order objects to the designation  
9 by the disclosing party, non-party, or person of a document or item, pleading, or transcript of  
10 testimony as "CONFIDENTIAL", he shall give notice of the same to the disclosing party, non-  
11 party, or person in writing of the document, pleading, and/or testimony at issue and the reason  
12 for the objection. The disclosing Defendant shall thereafter have twenty (20) business days  
13 within which to apply to the Court for appropriate protection of the document, pleading, and/or  
14 testimony pursuant to the Federal Rules of Civil Procedure. If the disclosing Defendant does not  
15 make application within twenty (20) business days after receipt of the written objection of a  
16 party (or within the stipulated time period if stipulated to be longer or shorter than twenty (20)  
17 days), then the documents, pleadings, and/or testimony at issue shall no longer be deemed  
18 "CONFIDENTIAL". However, until expiration of the twenty (20) day time period (longer or  
19 shorter if stipulated) or until the Court enters an order changing the designation, whichever is  
20 later, the information shall continue to be given the "CONFIDENTIAL" treatment initially  
21 assigned to it and provided for in this Order.

22       10. If any individual is making copies of any confidential information allowed by this  
23 agreement, said individual must ensure that the copies are also marked "Confidential."

24       11. Any person who wishes to file with this Court any document, paper, or other

1 tangible item disclosing confidential material may disclose only those confidential materials that  
 2 are necessary to support the pleading, motion or other paper to which the confidential document,  
 3 paper, or other tangible item is attached, and must first attempt to contact the disclosing party in  
 4 an attempt to reach an agreement/Stipulation regarding whether filing the document should be  
 5 **under seal**. If such contact is not possible, the filing party must provide said counsel with a  
 6 description of the contacts attempted and/or the basis for not contacting the undersigned. The  
 7 parties to this agreement understand that is a “strong presumption in favor of access.” A party  
 8 seeking to seal a judicial record at trial and/or the dispositive motions stage bears the burden of  
 9 establishing “compelling reasons” by “articulating compelling reasons supported by specific  
 10 factual findings,” that outweigh the public policies favoring disclosure. Kamakana v. City and  
 11 County of Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006).

12       12. Nothing in this Protective Order precludes the deposition examination of any  
 13 person regarding confidential information of which they have knowledge. In any such  
 14 deposition, the disclosing Defendant may designate specific testimony deemed to be  
 15 “CONFIDENTIAL” by advising the court reporter of such fact prior to the conclusion of the  
 16 deposition. The reporter shall mark the face of the transcript “CONTAINS CONFIDENTIAL  
 17 INFORMATION.” All transcripts of said deposition containing confidential information will be  
 18 treated in accordance with this Protective Order, wherein if any portions of the deposition  
 19 transcript containing confidential material is to be filed with the Court, Paragraph 11 should be  
 20 observed.

21       13. The parties taking any deposition shall retain a court reporter who agrees that  
 22 before transcribing any such testimony, that all testimony containing confidential information is  
 23 and shall remain confidential and shall not be disclosed except as provided in this Protective  
 24 Order and that copies of any transcript, reporter’s notes, or any other transcription records of any

1 such testimony will be retained in absolute confidentiality and safekeeping by such shorthand  
2 reporter or delivered to attorneys of record or filed with the Court under seal.

3       14. If, during trial, any party intends to introduce into evidence any information  
4 designated as "CONFIDENTIAL," he/she shall give timely notice of that intention to the Court,  
5 all counsel, and any disclosing non-party or person, and the Court may take such steps as it shall  
6 deem reasonably necessary to preserve the confidentiality of such information, without violating  
7 any statute or other rule of the Court.

8       15. Nothing in this Protective Order requires a party to disclose confidential  
9 information that the party also contends is protected from disclosure based upon a privilege  
10 (including but not limited to HIPAA rights of others) or for some reason other than the mere  
11 confidential or proprietary nature of the document or information (including but not limited to  
12 non-discoverable trade secrets).

13       16. Upon the final determination of this action, counsel and all qualified persons shall  
14 return any confidential information to counsel for Defendant NaphCare, upon their request,  
15 together with any copies of confidential information. Transcripts containing confidential  
16 information also must be returned to the requesting Defense Counsel or the disclosing non-party  
17 or person.

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ALVERSON, TAYLOR, MORTENSEN & SANDERS  
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1       17. Anyone found to be in violation of this Protective Order may have sanctions  
2 imposed against him or her as the Court may determine and allowable under law and may also be  
3 subject to contempt of court proceedings.

4 DATED this 9<sup>th</sup> day of March, 2015.

5 ALVERSON, TAYLOR, MORTENSEN &  
6 SANDERS

7 By /s/ Seetal Tejura, Esq.

8 Seetal Tejura, Esq.  
Nevada Bar No. 008284  
7401 W. Charleston Boulevard  
9 Las Vegas, Nevada 89117  
10 *Attorneys for Defendant*  
11 *NAPHCARE, INC.*

12 DATED this 9<sup>th</sup> day of March, 2015.

13 MARQUIS AURBACH COFFING

14 By /s/ Craig Anderson, Esq. \*

15 Craig Anderson, Esq.  
Nevada Bar No. 006882  
16 10001 Park Run Drive  
Las Vegas, NV 89145  
17 *Attorneys for Defendants,*  
*Las Vegas Metropolitan Police Department,*  
*Sheriff Douglas Gillespie, Sgt. David*  
*Aspiazu, Corrections Officer Bradley*  
*Temple, Corrections Officer Patrick Gray,*  
*and Corrections Officer Eugene Dixon*

18 \* *Electronic signatures entered with permission*

19 DATED this 9<sup>th</sup> day of March, 2015.

20 CALLISTER, IMMERMAN & ASSOCIATES

21 By /s/ Mitchell S. Bisson, Esq. \*

22 Matthew Q. Callister, Esq.  
Nevada Bar No. 001396  
23 Mitchell S. Bisson, Esq.  
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24 823 Las Vegas Blvd. South, Fifth Floor  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff ELIA DELCARMEN*  
*SOLANO-PATRICIO, individually, and as Special*  
*Co-Administrator of the Estate of Luis Solano*

25 DATED this 9<sup>th</sup> day of March, 2015.

26 SHUMWAY VAN & HANSEN

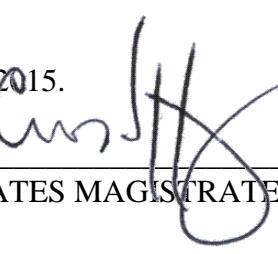
27 By /s/ Kevin R. Hansen, Esq. \*

28 Kevin R. Hansen, Esq.  
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Las Vegas, Nevada 89146  
31 *Attorneys for Plaintiff IMA ILIU FLORES*  
*ZELAYA, individually, and as Special Co-*  
*Administrator of the Estate of Luis Solano, and as*  
*legal guardian of LUIS JERSIAN SOLANO, JR., a*  
*minor*

32 IT IS SO ORDERED.

33 Dated this 11<sup>th</sup> day of March

34 2015.

35   
36 UNITED STATES MAGISTRATE JUDGE CARL W.  
37 HOFFMAN

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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3 I, \_\_\_\_\_, have read in its entirety and understand the Protective Order that was  
 4 issued by the United States District Court, for the District of Nevada on \_\_\_\_\_,  
 5 201\_\_\_\_\_, in the case of *Zelaya et. al. v. LVMPD et. al.*, Case No. 2:13-cv-01181-JAD-CWH. I  
 6 agree to comply with and to be bound by all terms of this Protective Order and I understand and  
 7 acknowledge that failure to do so comply could expose me to sanctions and punishment in the  
 8 nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
 9 item that is subject to this Protective Order that any person or entity except in strict compliance  
 10 with the provisions of this Order. Further, I solemnly promise that I will not offer to sell,  
 11 advertise or publicize that I have obtained any Protected Material subject to this Protective  
 12 Order. At the conclusion of this matter, I will return all Protected Material which came into my  
 13 possession to counsel for the party from whom I received the Protected Material, or I will  
 14 destroy those materials. I understand that any Confidential Information contained within any  
 15 summaries of Protected Material shall remain protected pursuant to the terms of this Order. I  
 16 further agree to submit to the jurisdiction of the United States District Court, for the District of  
 17 Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement  
 18 proceedings occur after termination of this action.

19 I certify under the penalty of perjury that the foregoing is true and correct.

20 Date: \_\_\_\_\_

21 City and State where signed: \_\_\_\_\_

22 Printed name: \_\_\_\_\_

23 Address: \_\_\_\_\_

24 Signature: \_\_\_\_\_

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